

opción

Revista de Antropología, Ciencias de la Comunicación y de la Información, Filosofía,
Lingüística y Semiótica, Problemas del Desarrollo, la Ciencia y la Tecnología

Año 34, 2018, Especial N°

14

Revista de Ciencias Humanas y Sociales
ISSN 1012-1587/ ISSNe: 2477-9385
Depósito Legal pp 198402ZU45



Universidad del Zulia
Facultad Experimental de Ciencias
Departamento de Ciencias Humanas
Maracaibo - Venezuela

The novelties of legal lien under the legislation of the Russian Federation

Olga Vyacheslavovna Gridneva

Department of the Civil and Law Disciplines of the Russian State Social University
olga_gridneva@bk.ru

Olga Vladimirovna Efimova

Cand.Sc. Law, senior lecturer
Department of the Civil and Law Disciplines of the Russian State Social University
alisa03@mail.ru

Nataliya Olegovna Vedysheva

Ecological and Natural Resources Law
Kutafin Moscow State Law University
Tel: 89161745420
veda120006@yandex.ru

Evgeniy Enkirovich Ryazanov

Department of Civil and Law Disciplines of the Law Institute of the State Autonomous Educational Institution of Higher Education, Moscow City Teacher Training University
Tel.: 89265802260
evgeniy_riazanov@mail.ru

Tamara Vladimirovna Korchagina

Cand. Sc. Education, senior lecturer
Department of Civil and Law Disciplines of the Law Institute of the State Autonomous Educational Institution of Higher Education, Moscow City Teacher Training University
t_korchagina@list.ru

Abstract

The study is based on the use of the system approach in combination with the comparative method. The use of the system approach allowed to consider the process of development of mortgage legal relations in close relationship with the state policy in this area. Summing up the results of the conducted research, it is necessary to note the following ideas. The introduction of new types of the pledge is caused not only by the expansion of the sphere of influence of civil law on public relations, but also by the introduction of new legal phenomena, such as corporate legal relations.

Key words: Russian, pledge, legal, Civil Code, legislation.

Las novedades del gravamen legal según la legislación de la Federación Rusa

Resumen

El estudio se basa en el uso del enfoque sistémico en combinación con el método comparativo. El uso del enfoque sistémico permitió considerar el proceso de desarrollo de las relaciones jurídicas hipotecarias en estrecha relación con la política estatal en esta área. Al resumir los resultados de la investigación realizada, es necesario tener en cuenta las siguientes ideas. La introducción de nuevos tipos de compromiso no solo se debe a la expansión de la esfera de influencia del derecho civil en las relaciones públicas, sino también a la introducción de nuevos fenómenos jurídicos, como las relaciones jurídicas corporativas.

Palabras clave: ruso, compromiso, legal, código civil, legislación.

1. INTRODUCTION

At present, the reform of the civil legislation of the Russian Federation is being carried out; its foundation has been laid by the Presidential Decree of July 18, 2008, No. 1108 "On the Improvement of the Civil Code of the Russian Federation." The main novelties and directions of changes in the civil law are stated in the Concept of the Development of Civil Legislation of the Russian Federation. These changes also touched upon the institution of performance bond. In

particular, Federal Law No. 367 of 21.12.2013 "On Amendments to Part One of the Civil Code of the Russian Federation and the Annulment of Certain Acts of Legislation (Provisions of Legislative Acts) of the Russian Federation" Federal law of 21.12.2013 no. 367 (2013) since July 1, 2014 introduced into the civil law of the Russian Federation New types of collateral:

- pledge of liability rights (articles 358.1-358.8 of the Civil Code of the Russian Federation),
- pledge of rights under a bank account agreement (Article 358.9-358.14 of the Civil Code of the Russian Federation),
- pledge of the rights of participants of legal entities (Article 358.15 of the Civil Code of the Russian Federation),
- securities pledge (articles 358.16,358.17 of the Civil Code of the Russian Federation),
- pledge of exclusive rights (Article 358.18 of the Civil Code of the Russian Federation).

The legal nature of the pledge itself as one of the ways of performance bond has remained the same. The pledge, in accordance with paragraph 1 of article 334 of the Civil Code of the Russian Federation, represents the right of the pledgee (the creditor for the

principal secured liability) to receive, in preference to other creditors of the debtor, the order of satisfaction from the value of the pledged property.

2. METHODOLOGY

The study is based on the use of the system approach in combination with the comparative method. The use of the system approach allowed to consider the process of development of mortgage legal relations in close relationship with the state policy in this area. The comparative method was used to analyze the peculiarities of statutory regulation of the institution of collateral and related legal institutions. At the beginning of our small study, it should be pointed out that the legislator (the law-maker) retained traditional types of collateral, for example, pledge of goods in turnover, pledge in a pawnshop, etc. The mortgage of real estate (mortgage) was and remains the most preferable. Provision of encumbrance in the form of a pledge of land plots, apartments, houses, other buildings and constructions is due to greater confidence in real estate because of its significant cost. The mortgage of land is of particular interest. In accordance with Federal Law No. 102 of 16.07.98 "On Mortgage (Real Estate Pledge" (hereinafter the Mortgage Law)), any land plot, or part of it, or even the right to lease a land plot, can be pledged as a security. Mortgages are not permitted in respect of land plots in state or

municipal ownership or a part of a land plot which area is less than the minimum size established by regulatory enactments of the constituent entities of the Russian Federation and regulatory acts of local self-government bodies for lands for various designated purposes and permitted use. As part of the pledge of the land plot, the mortgage law allocates such a variety as a pledge of a land plot acquired with the use of loan funds from a bank or other credit institution or a special-purpose loan facility. The peculiarities of this variety lie in the fact that such mortgage arises not by virtue of a contract, but by virtue of the law. In this way, the land plot is considered to be in pledge from the moment of state registration of the borrower's ownership right to this land plot.

However, within the framework of this study, we will analyze some new types of collateral. We will start with the pledge of liability rights. In fact, this type of pledge is not an entirely new legal phenomenon for our legislation. Thus, an agreement on the assignment of a monetary claim may be assigned to a financial agent in support of the fulfillment of obligations to that agent (factor) under a contract for the assignment of a monetary claim (Chapter 43 of the Civil Code of the Russian Federation).

However, unlike the subject of the contract, factoring, which can only be a mandatory legal requirement, a sum of money, a pledge of mandatory rights to access them is provided with sufficient

justification. Article 358.1. of The Civil Code of the Russian Federation is defined as the subject of this type of pledge:

1. Property rights (claims) arising from the pledger's obligation.
2. The right that will arise in the future from a present or future obligation.
3. The part of the claim, a separate claim or several claims arising from a contract or another obligation.
4. The collect of rights (claims), each of which is implied by an independent obligation, including the collect of future rights, as well as the accumulation of present and future rights.

It should be pointed out that the legal norms governing the pledge of liability rights do not indicate the possibility of the application of the legal provisions of Chapter 24 of the Civil Code of the Russian Federation governing the cession of rights (except for one case specified in Article 358.4 of the Civil Code of the Russian Federation - on the need and procedure for notifying the debtor of the pledge of rights). We are talking about the formation of a ban on the cession of certain liability rights - the rights of claims that are closely related to the identity of the creditor (for example, on maintenance obligations), according to article 383 of the Civil Code of the Russian Federation. Moreover, by introducing cases of restrictions or

prohibitions on the security of the rights under investigation, the legislator in Article 358.2 of the Civil Code does not indicate the need to comply with the prohibitions on the assignment of rights provided for by law.

Realizing the possibility of the assignment of the liability law, which is the subject of the pledge, to the pledge holder in case of default of the main obligation, we consider it necessary to amend paragraph 358.2 of the Civil Code of the Russian Federation by inserting the phrase "as well as the law" and restate this paragraph as follows:

«2. In cases where the assignment of rights is prohibited by the agreement between the right holder and his debtor as well as the law, or the impossibility of the cession of the right derives from the Nature of obligation, the pledge of right is not permitted unless otherwise required by law.»

Restrictions or prohibitions on the transfer of a liability law to pledge, specified in Article 358.2 of the Civil Code of the Russian Federation, can be defined by the following:

- the presence between the copyright holder and its debtor of the relevant agreement on the prohibition or restriction in the form of the need for the consent of the debtor,
-

- the Nature of obligation from which the liability law arose,

- the transfer not only of the rights to the acquirer, but also the duties connected with it when applying for foreclosure (levy of execution) on the pledged right and its enforcement (realization).

The pledge of rights arises both from the law and from the contract. In the latter case, the legislator determines the content requirements of the contract. The fundamental term conditions of Articles 399, 358.3 of the Civil Code are:

- the subject of the pledge (if the right to demand payment of a monetary sum is offered as a pledge, the amount of this sum or the procedure for determining it can be specified in the pledge contract).

- the obligation, from which the pledge is derived,

- the essence, amount and term of the performance of the obligation secured by the pledge, including by reference to the contract from which the secured obligation has arisen or will arise in the future,

- the information about the debtor of the pledger,

- the party to the pledge agreement, which has original documents certifying the pledged right (it is permissible to transfer these documents to a notary officer or another third party for storage). If the party that accepts (receives) these documents is not defined, the regulation on the need to transfer the originals of such documents to the pledgee will work as established in paragraph 3 of subsection 1 of Article 358.3 of the Civil Code of the Russian Federation.

The legal norms regulating the pledge of liability rights do not establish the form of a contract of pledge of liability rights. Also, due to the fact that the possibility of subsidiary application of the legal norms of Chapter 24 of the Civil Code of the Russian Federation, in particular, the application of the provisions of Article 389 of the Civil Code of the Russian Federation, has not been established one should rely on the general provisions on pledge introduced in section 1, paragraph 3, of Chapter 23 of the Civil Code of the Russian Federation.

Subsection 3 of Article 339 of the Civil Code establishes the need to commit a pledge agreement in writing, not allowing the possibility of forming an oral agreement. In addition, a notarial form may be introduced by law or by agreement of the parties.

As we can see, the form of the agreement on the pledge of liability law complies more with the requirements of the agreement

between the pledger and the pledgee, but not with the form of the basic obligation from which the pledged claim right arose, except for one case. Paragraph 2 of subsection 3 of Article 339 integrates with subsection 1 of Article 389 of the Civil Code of the Russian Federation in the requirement for notarial certification - a security transaction of rights must correspond to the underlying transaction, if the latter was notarized. At the same time, such compliance should not be applied to cases of state registration of a transaction.

The federal law of 30.12.2012 № 302 (2013) (as amended on 04.03.2013) "On introducing amendments to chapters 1, 2, 3 and 4 of part one of the Civil code of the Russian Federation" cancelled the need of registration after 04.03.2013 only for:

- sales contract of a residential house, an apartment, a part of an apartment building,
- sales contract of the enterprise,
- donation agreement of immovable property,
- annuity agreements.

Other transactions related to the turnover of real estate (for example, the lease contract) has retained the need for state registration.

Possibly, the possibility not to carry out the state registration of the pledge agreement of the obligatory rights associated with the transfer / acquisition of real estate is determined by the need to register the pledge of the right. According to Article 339.1 of the Civil Code of the state registration of the pledge itself is carried out if, in accordance with Article 8.1. of the Civil Code of the Russian Federation, which fixes the ownership of the property to a certain person, is subject to state registration. The specified clause 8.1. of the Civil Code of the Russian Federation determines that not only the rights that determine the ownership of an object to a specific person are subject to state registration, but also restrictions and encumbrances of these rights.

Probably, the ability not to carry out the state registration of the contract of pledge of liability rights related to the transfer/acquisition of real estate is determined by the necessity of registration of the pledge of rights. According to article 339.1 of the Civil Code of the Russian Federation, state registration of the pledge itself is carried out, if in accordance with article 8.1. of the Civil Code rights securing property to a certain person, are subject to state registration. Article 8.1. of the Civil Code determines that not only rights that define the belonging of an object to a specific person, are subject to registration but restrictions and encumbrances of these rights as well.

This state registration of the pledge of rights determines the existence of such encumbrance of the liability law, but not the moment of the emergence of the investigated type of collateral. Pledge of

liability rights arises, as a general rule, since the pledge agreement comes into force. If the future right is transferred to the security, or the right is from a future obligation, then the emergence of the pledge is tied to the moment of origin of right / pledge.

The enjoyment of the pledged right by the debtor of the pledger is carried out according to the general rule of the pledger himself. However, if the pledged right is the right to claim money, then the execution by the debtor directly in favor of the pledgee can be provided in the agreement between the pledger and the pledgee.

In any case, including when there are grounds for resorting to the subject of the pledge, the pledgee is entitled to receive from the debtor exactly as much as the debtor owes him on the principal obligation.

The grounds of the enjoyment of the subject of the pledge may be either a court decision or an out of court settlement.

The enjoyment itself is carried out according to the general rule of open sale in the manner prescribed by Articles 350, 350.1 of the Civil Code of the Russian Federation.

However, due to the nature of the subject of the pledge, the parties are given the right to agree on the enjoyment of the pledged right by transferring it to the pledgee.

In case of refusal of the pledger to cede the pledged right, the pledgee or a third party have the right to demand both the transfer of this right upon themselves by a court decision or by virtue of a notary writ and compensation of losses caused in connection with refusal to cede this right.

The next new type of pledge is the pledge of the rights of participants of legal entities (Article 358.15 of the Civil Code of the Russian Federation). According to this rule, the pledge of participants' rights is carried out by means of pledge of a participant's share in the authorized capital of a limited liability company and pledge of shares owned by a shareholder.

The pledge of a share in the authorized capital of Ltd Company and shares of joint-stock company was provided earlier as well by special legislation regulating the activities of business entities.

So, article 22 of the Federal Law of 08.02.1998 № 14 "On Limited Liability Companies" (hereinafter referred to as the LLC Law) is devoted to the pledge of the rights of the participant (founder) of a limited liability company by means of pledge of a stake in the authorized capital of the company.

Paragraphs 2 and 3 of Article 3 № 367 of the Federal Law establish that the amended and supplemented provisions of the Civil Code of the Russian Federation are applied only to legal relations that

arise after the date of its introduction, and pending the bringing of legislative and other regulatory legal acts in the territory of the Russian Federation in accordance with the provisions of the Civil Code, and the legislative and other normative legal acts of the Russian Federation, including acts of legislation of the USSR, acting on the territory of the Russian Federation within the limits and in the manner prescribed by the legislation of the Russian Federation, are applied to the extent that they do not contradict the provisions of the Civil Code of the Russian Federation.

The introduction of a separate provision in the Civil Code of the Russian Federation, which secures the pledge of the rights of corporate members, necessitated changes to the provisions of the Law on LLC on pledging a share in the authorized capital.

Since 1 July 2014 paragraph 2 of Article 22 of the Law on LLC has been supplemented with a proposal on the need for state registration of a pledge of a share or part of a share in the company's authorized capital in proportion to the requirements of article 339.1 of the Civil Code of the Russian Federation. And the moment of the state registration of the pledge, which is made by making an entry about the pledge in the Unified State Register of Legal Entities, is the moment of the origin of this pledge.

Despite the significant number of types of legal entities in respect of which their participants have the appropriate rights, Article

358.15 of the Civil Code of Russia in an imperative order prohibits the pledge of rights of participants (founders) of all legal entities, except for two:

- joint-stock company and

- Limited Liability Company(LLC).

Business associations (LLC, the joint-stock company) are classified as corporate entities in accordance with Subsection 1 of Article 65.1 of the Civil Code of the Russian Federation.

Corporate legal entities (corporations) are organizations whose founders (participants) have the right to participate (to have a membership) in them and form their supreme body.

Accordingly, in Article 358.15 of the Civil Code refers to the pledge of corporate rights.

However, in addition to business entities, we can attribute economic partnerships, peasant (farm) households, business partnerships, production and consumer cooperatives, public organizations, social movements, associations (unions), partnerships of property owners, the Cossack societies entered in the state register Cossack societies in the Russian Federation, as well as communities of indigenous ethnic groups of the Russian Federation to corporate

entities. This list includes both commercial and non-commercial legal entities.

In some cases, federal laws regulating the activities of corporate organizations generally repeat this prohibition to pledge the rights of participants. Thus, Article 16 of the Federal Law No. 380 of 03.12.2011 "On Economic Partnerships" specifies that a partnership participant has no right to transfer as a pledge the stake in the partnership's share capital in the partnership's equity to another partner in the partnership or to a third party. At the same time, this prohibition has a reservation - unless otherwise provided by the partnership management agreement. How does the possibility of transferring a stake in the share capital to a partnership participant compare with the general agreement of all the participants in the partnership with a mandatory ban on the transfer of participant rights to the Civil Code of the Russian Federation? To maintain the priority of the Civil Code of the Russian Federation in relation to other federal laws, according to Article 3 of the Civil Code, Article 358.15 of the Civil Code should be brought into line with Article 16 of the Federal Law of 03.12.2011 № 380 "On Economic Partnerships."

In this article, we will pay more attention to the analysis of the pledge of the participant's share in the authorized capital of the LLC.

Article 358.15 of the Civil Code mainly introduces the possibility of pledging the corporate rights of the participant (founder)

of the LLC. The procedure and conditions for the appearance of this type of collateral are disclosed in Article 22 of the LLC Law. This norm regulates only the contractual pledge of a share in the authorized capital.

The possibility of concluding a pledge agreement and, accordingly, encumbrance of a share (part of a share) by a pledge is determined by the status of the pledgee. If another participant in the given company acts as a pledge, no preliminary procedures are required to form a contractual pledge.

The situation is different if the person in the role of a potential pledgee is the 3rd party in relation to this LLC. In this case, the need for adherence to preliminary procedures is determined sequentially:

- the absence in the company's charter of a ban on encumbering a share (part of a share) with a pledge in favor of a third party, and

 - obtaining the consent of the general meeting for this pledge.
-

3. RESULTS

Only those results of voting can be considered consent to the pledge, when the majority of the participants of the given company voted for the pledge in favor of the third party (in this case, the voice of the participant who intends to act as the pledger should not be taken into account).

The results of voting should be fixed in accordance with the requirements of Article 181.2 of the Civil Code by drawing up a protocol. The specified requirements concern, in particular, the following:

A. forms of the protocol: only written with the signatures of the chairman of the meeting and the secretary of the meeting and

B. content of the protocol: the legislator calls the essential conditions

1) the date, time and place of the meeting;

2) information about the persons who took part in the meeting;

3) the results of voting on each item on the agenda;

4) information on the persons who conducted the counting of votes;

5) information on the persons who voted against the adoption of the resolution of the meeting and demanded to record this in the protocol.

It should be said that Article 181.2 of the Civil Code indicates the possibility of holding a meeting in absentia. In the same form, by a questionnaire way, general meetings can be held in a limited liability company under Article 38 of the Law on LLC.

A special rule regulating the procedure for forming a pledge of a share in the authorized capital of an LLC (Article 22 of the LLC Law) does not contain specific requirements for the form of the meeting on the issue of deciding whether to consent to a pledge or to refuse such consent. Accordingly, it is permissible to hold a general meeting if possible to transfer a share (part of a share) as security to a third party, including in absentia. In this case, the requirements for the content of the protocol on the results of the absentee voting will be slightly different.

Upon obtaining consent to encumber the share with a pledge in accordance with the established procedure, the pledge agreement of this type of property is subject to mandatory notarial certification, according to paragraph 2 of Article 22 of the LLC Law.

In accordance with Subsection 1 of Article 163 of the Civil Code of the Russian Federation, a notary when conducting a notarial deed of a transaction checks the legality of the transaction, including the fact that each party has the right to execute it.

At the same time, the consequences of failing to observe the notarial form of the pledge agreement of the share (part of the share) in the authorized capital, formulated in the Civil Code and in the LLC Law, differ somewhat.

The law on LLC indicates the invalidity of the pledge agreement in the absence of notarial certification (Subsection 2 of Article 22), the Civil Code of the Russian Federation - on nullity (Subsection 3 of Article 163). The norms of paragraph 2 of Chapter 9 of the Civil Code of the Russian Federation define two types of invalid transactions - contentious (voidable) and insignificant. Does this mean that in the absence of a notarized certification of the transaction of the pledge of the rights of the participant in the organization, we should hold this transaction legally invalid and only then apply the relevant consequences to the transaction?

Most likely, the answer will be negative. Due to the priority of the Civil Code of the Russian Federation in relation to other federal laws, if the pledge of a stake in the authorized capital of the LLC is not notarially certified, then it is sufficient to claim the consequences of the invalidity of a void transaction in court.

As stated above, the pledge of the rights of a participant in a limited liability company arises from the moment of its state registration in accordance with the requirements of Subsection 2 of paragraph 1 of Article 339.1 of the Civil Code of the Russian Federation.

Thus, today, pledge agreements for participation interests in an LLC after making appropriate changes to the legislation can be concluded only in the notarial procedure and only with observance of the new rules on state registration of the pledge agreement in the Unified State Register of Legal Entities (Resolution of the ninth arbitration court of appeal, 2015).

To ensure the origin of the pledge, the notary is obliged, after the notarization of the transaction, to perform the following actions (Ilyushina, 2014):

- within 2 working days from the date of notarization of the pledge agreement of a share or part of the share in the company's authorized capital, to submit an application for introducing appropriate amendments to the unified state register of legal entities in the form of an electronic document to the body that is carrying out state registration of legal entities. This application must be drawn up in accordance with Form N P14001, approved by Order of the Federal Tax Service of Russia of 25.01.2012 N MMV-7-6 / 25 @ on approval of forms
-

and requirements for execution of documents submitted to the registration authority for state registration of legal entities, individual entrepreneurs and peasant (farm) households. In this application, the information about the pledgee and the pledge agreement must be indicated and signed by the notarized, enhanced electronic signature of the notary,

- within 2 working days from the date of notarization of the pledge agreement of a share or part of the share in the company's authorized capital, to transfer to the company a copy of this application. The obligation on the specified transfer can be assigned by the contract of pledge of a share on one of the parties of the given agreement.

The legislator does not impose any requirements or characteristics on the main obligation, the proper performance of which secures the pledge of a share in the authorized capital of the LLC. Due to this, this type of pledge has the right to enforce any obligation, to the extent required, including non-contractual obligations, by the time of satisfaction (including interest, penalty, compensation for losses caused by delay in performance), as well as reimbursement of necessary expenses of the pledge holder for maintenance under Article 337 of the Civil Code of the Russian Federation.

The subject of the examined type of pledge is the rights of the participant (founder) of a limited liability company, embodied in the shares of the charter capital of the company. At the same time, it should be borne in mind that a participant can lay both his entire share (even if it is 100% of the authorized capital)¹, and its part.

"Despite the fact that the Code provides only a pledge of a share, it should be recognized that the pledge of a part of the share is also permissible, since this is directly provided for in Subsection 1 of Article 22 of the Law on Limited Liability Companies. In addition, the share of the dividend and part of the share is also an independent object of civil turnover"(Vershina et al., 2013).

Since the share in the authorized capital of the company mediates the corporate rights of the member of the company to the economic company itself, the general rule before the termination of the pledge is that the rights of the participant are exercised by the pledgee.

So, according to paragraph 1 of Article 65.2 of the Civil Code of the Russian Federation:

"Participants in the corporation (participants, members, shareholders, etc.) are entitled:

1. To participate in the management of the affairs of the corporation, with the exception of the case provided for by paragraph 2 of Article 84 of this Code;

In cases and in the manner prescribed by law and the constituent document of the corporation, to receive information on the activities of the corporation and to get acquainted with its accounting and other documentation;

2. To appeal against decisions of corporate bodies that entail civil legal consequences in cases and in the manner prescribed by law;

3. To demand, acting on behalf of the corporation (subsection 1 of Article 182), compensation of losses caused to the corporation (Article 53.1);

Acting on behalf of the corporation (subsection 1 of Article 182), to challenge the transactions made by it on the grounds provided for in Article 174 of this Code or the laws on corporations of certain organizational and legal forms, and to demand the application of consequences of their invalidity, as well as the application of the consequences of invalidity of void transactions of the corporation.

At the same time, in the contract of pledge of a share in the authorized capital, the parties can leave the opportunity for the realization of these rights to the pledger.

The parties to the agreement pledge of shares in the authorized capital of the company are:

- a member of the company (shareholder of the right) as the pledger. At the same time, he can also be the debtor's principal secured obligation,

- as a participant in this company, and another third party - the mortgagee (the creditor for the principal secured by the pledge).

The termination of the pledge of a share in the authorized capital occurs at the time of the cancellation of an entry in the unified state register of legal entities on encumbrance of a pledge of the specified subject on the basis of a pledgee's application or on the basis of an effective court decision.

4. CONCLUSION

Summing up the results of the conducted research, it is necessary to note the following idea. The introduction of new types of

the pledge is caused not only by the expansion of the sphere of influence of civil law on public relations, but also by the introduction of new legal phenomena, such as corporate legal relations.

REFERENCES

FEDERAL LAW of 21.12.2013 N° 367 "On amendments to the Civil code of the Russian Federation and the annulment of certain acts of legislation (provisions of legislative acts) of the Russian Federation"//Rossiyskaya Gazeta, N°291. 25.12.2013.

FEDERAL LAW of 30.12.2012 № 302 (as amended on 04.03.2013) "On introducing amendments to chapters 1, 2, 3 and 4 of part one of the Civil code of the Russian Federation". Rossiyskaya Gazeta, N° 3. 11.01.2013.

ILYUSHINA, M. 2014. **Pledge of shares of limited liability companies as a form of pledge of corporate rights.** Laws of Russia. experience. analysis. practice. N° 11. P. 27. Russia.

RESOLUTION OF THE NINTH ARBITRATION COURT OF APPEAL No. 09AP 16.09.2015-37050/2015 in the case N A40-35898/2015 refer to the possibility of pledge of the member's share, constituting 100% of the share capital of the company.

VERSHININA, E., VISHNEVSKY,A., and GONGALO, B. 2013.**Civil code of the russian federation: the pledge. Replacing persons in an obligation.** Commentary to § 3 of Chapter 23 and Chapter 24 / under the editorship of P. V. Krasheninnikov. M: The Statute. Russia.



**UNIVERSIDAD
DEL ZULIA**

opción

Revista de Ciencias Humanas y Sociales

Año 34, Especial N° 14, 2018

Esta revista fue editada en formato digital por el personal de la Oficina de Publicaciones Científicas de la Facultad Experimental de Ciencias, Universidad del Zulia.
Maracaibo - Venezuela

www.luz.edu.ve

www.serbi.luz.edu.ve

produccioncientifica.luz.edu.ve
